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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

Chapter 11 Case

LEHMAN BROTHERS HOLDINGS, INC., *et al.*

Case No. 08-13555 (JMP)

Debtors.

Jointly Administered

**JOINDER OF RWE SUPPLY & TRADING GMBH TO THE OBJECTION
OF BARCLAYS CAPITAL INC., BARCLAYS BANK PLC AND THEIR
AFFILIATES TO DEBTORS' MOTION, PURSUANT TO SECTION
502(b)(9) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE
3003(c)(3), FOR ESTABLISHMENT OF THE DEADLINE FOR FILING
PROOFS OF CLAIM, APPROVAL OF THE FORM AND MANNER OF
NOTICE THEREOF AND APPROVAL OF THE PROOF OF CLAIM FORM**

RWE Supply & TradingGmbH (formerly known as RWE Trading GmbH) ("RWE"), by and through its undersigned attorneys, hereby joins in the Objection of Barclays Capital Inc., Barclays Bank PLC and their affiliates (the "Barclays Objection") to Debtors' Motion, Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3), for Establishment of the Deadline for Filing Proofs of Claim, Approval of the Form and Manner of Notice Thereof and Approval of the Proof of Claim Form (the "Debtors' Motion"), and states as follows:

1. RWE and Lehman Brothers Commodity Services Inc. (LBCS”) are parties to: (i) that certain Cross Product Master Agreement between RWE and LBCS, dated as of April 23, 2007 (as amended and with all annexes and schedules, the “CPMA”); (ii) that certain EFET General Agreement between RWE and LBCS concerning the delivery and acceptance of natural gas, entered into on December 11, 2007 (as amended and with all annexes and schedules, the “Natural Gas General Agreement”); (iii) that certain EFET General Agreement between RWE and LBCS concerning the delivery and acceptance of electricity, entered into on April 23, 2007 (as amended and with all annexes and schedules, the “Electricity General Agreement”); (iv) that certain Grid Trade Master Agreement between LBCS and RWE, dated August 6, 2007 (as amended and with all annexes and schedules, the “GTMA”); and (v) that certain ISDA Master Agreement between RWE and LBCS, dated as of January 15, 2007 (as amended and with all annexes and schedules, the “ISDA Agreement” and, collectively with the CPMA, the Natural Gas General Agreement, the Electricity General Agreement, and the GTMA, the “Transaction Agreements”).

2. Lehman Brothers Holdings, Inc. (“LBHI”) has guaranteed the obligations of LBCS arising under the Transaction Agreements pursuant to that certain Guarantee of Lehman Brothers Holdings, Inc., dated January 19, 2007 (the “Guarantee” and, collectively with the Transaction Agreements, the “Agreements”).

3. RWE and LBCS have entered into a series of derivative transactions under and subject to the Agreements.

4. The Debtors’ Proof of Claim Motion seeks to establish special procedures and requirements for claims based on derivative contracts and guarantees of derivative contracts.

Pursuant to the Agreements, RWE has derivative contract claims and guarantee claims against LBCS and LBHI that are the subject of the Debtors' Proof of Claim Motion. RWE intends to file proofs of claim against both LBCS and LBHI with respect to such derivative contract claims and guarantee claims.

5. RWE has reviewed the Debtors' Proof of Claim Motion and joins in the Barclays Objection on the basis that the Debtor has proposed a bankruptcy claims filing process for derivative contract claims and derivative contract guarantee claims that, inter alia, (i) is unjustified and contravenes the letter and spirit of the Bankruptcy Code and Bankruptcy Rules; (ii) is tantamount to "one-sided" discovery in favor of the Debtors; and (iii) is extremely onerous, costly and unnecessary.

WHEREFORE, for the reasons set forth in the Barclays Objection, RWE respectfully requests that this Court (i) deny the Debtors' Proof of Claim Motion, (ii) enter a bar date order substantially in the form attached to the Barclays Objection as Exhibit "A", and (iii) grant such other and further relief as this Court deems just and proper.

Dated: New York, New York
June 12, 2009

Respectfully submitted,

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